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ing the specific intent. *Comm. v. Corkin*, 136 Mass., 429. No rule defining the length of time between the alleged and the subsequent act, proof of which is offered in evidence, has been laid down by the Courts. While the rule of the principal case has been followed in only a small number of jurisdictions, there seems to be a tendency to follow this rule in a large number of other States. *Reg. v. Richardson*, 2 F. & F., 343; *Johnson v. State*, 75 Ark., 427. In furtherance of justice and on the ground of public policy this is, without doubt, a wise rule to adopt, but care should be exercised to limit it to this particular class of cases.

ELECTRICITY — LIABILITY OF TELEPHONE COMPANY — NEGLIGENCE. — *PENINSULAR TELEPHONE CO. v. McCASKILL*, 60 So. (Fla.), 338.—*Held*, that a telephone company may be liable in damages for a fire caused by its wires transmitting electricity from lightning, it being shown that none of the usual safeguards were used.

That lightning is frequently discharged from the clouds to earth and is likely to pass along metal wires is a matter of common knowledge. *Starr v. Southern Bell T. & T. Co.*, 156 N. C., 435. Hence it is the duty of a telephone company to select and maintain such approved devices for arresting and diverting atmospheric electricity as is reasonably necessary to guard against accident from such a current carried over its wires. *Griffith v. New England T. & T. Co.*, 72 Vt., 441. While the telephone companies, inviting the public to use their instruments are not insurers, *Brucker v. Gainesboro Tel. Co.*, 125 Ky., 92, and are not obliged to guarantee the safety of their system under all possible conditions, *Wells v. North Eastern Tel. Co.*, 101 Me., 371, they must exercise a high degree of care to protect their patrons from a dangerous electric current over their wires from any source. *Delahunt et al. v. United T. & T. Co.*, 215 Pa., 241. Although lightning is an act of God, its transmission into a house over the disconnected wires is considered as the act of the company, *Evans v. Eastern Ky. T. & T. Co.*, 124 Ky., 620; and it is no defense in an action for damages that the tortious act of a third party, or an inevitable accident or inanimate thing, contributed to cause the injury if the negligence of the company was the efficient cause. *Byron Tel. Co. v. Sheets*, 122 Ill. App., 6. Nor is it a defense that the wires were left in the building with the consent of the owner. *Southern Bell T. & T. Co. v. McTyer*, 137 Ala., 601. But where no negligence can be shown on part of the company the rule "*res ipsa loquitur*" will not be applied even if the person is injured by a shock during an electric storm. *Rocap v. Bell Tel. Co. of Phila.*, 230 Pa., 597. The only case seeming to take the contrary view is that of *Phoenix Light & Fuel Co. v. Bennett*, 8 Ariz., 314, which holds that it is not within the duty of an electric company to provide insulation sufficient to ward off lightning from its wires, for the law justly ascribes such consequences to inevitable misfortune or to "act of God" and leaves the result to be borne by him upon whom it falls.